



NC Model Teacher Contract

Joint Legislative Education Oversight Committee

December 3, 2013

Katie G. Cornetto, NC State Board of Education Attorney

S.L 2013-360, Section 9.6(e)

SECTION 9.6.(e) The State Board of Education shall develop by rule as provided in Article 2A of Chapter 150B of the General Statutes a model contract for use by local boards of education in awarding teacher contracts. The State Board may adopt a temporary rule for a model contract as provided in G.S. 150B-21.1 to provide a contract to local boards of education no later than January 1, 2014, but shall replace the temporary rule with a permanent rule as soon as practicable.

NC Model Teacher Contract Development Process

- Review of Existing Models From Other States
- Review of Existing Contracts in NC
- Begin with Existing Contract, Modify and Create Draft
- Circulate to External Stakeholders for Input
- Use Model Contract to Draft Rule
- Submit for SBE/DPI Staff Internal Rules Review
- Present to SBE for Discussion, Adoption
- Submit to Rules Review Commission for Rulemaking

Indiana

REGULAR TEACHER CONTRACT

*Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract
for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)*

This regular teacher contract ("Contract") is by and between the governing body of the [name of school corporation] ("Corporation") and [teacher's name] ("Teacher"). [Teacher's name] is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning [month day, year], and ending on [month day, year]. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of [number of days] days. Ind. Code 20-28-6-2(a)(3)(B)
3. Unless governed by an existing collective bargaining agreement, or as discussed pursuant to Ind. Code 20-29-6-7, the number of hours per day the Teacher is expected to work under this Contract is []. Ind. Code 20-28-6-2(a)(3)(E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$ [\$ amount of annual salary] during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in [number of installments] installments on a [weekly/biweekly/monthly/twice a month] basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this _____ day of _____, 20____.

Teacher

Attested:

Superintendent

School Corporation by:

President

Secretary

Mississippi

**CONTRACT OF EMPLOYMENT
WITH
MISSISSIPPI PUBLIC SCHOOL DISTRICTS
FOR
ASSISTANT SUPERINTENDENT, PRINCIPAL AND LICENSED EMPLOYEE**

This agreement is made and entered into as of the dates indicated below, by and between

First Name	Middle Name	Last Name	Social Security Number
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(employee), and the _____ School District (employer), with the employee having been duly elected and approved for employment by the school board of the employer.

This agreement provides:

That the employee will be employed by the employer for the scholastic year(s) 20____ - 20____ and shall hold the position of _____.
Assistant Superintendent, Principal, Licensed Employee

That the employee will be employed for _____ days during said scholastic year. And that the employee shall be available to perform assigned duties beginning on _____, 20____ and ending on _____, 20____, or otherwise, as may be amended by the employer due to an emergency or other good cause in accordance with the policies of the employer.

That the employee will perform assigned duties during the school term. And that the school term will consist of _____ days and will commence and end on dates established in accordance with the policies of the employer.

That the employee agrees to reassignment during the school term to any area for which a valid license is held.

That in consideration for the duties performed under this agreement, the employer agrees to compensate the employee with an annual salary of \$_____, which shall be paid on a basis as determined by the local school board. And that the annual salary is established in accordance with the policies of the employer and is based on an amount from the Adequate Education Program Salary scale for the appropriate license and years of experience of the employee and an amount from the local salary supplement scale of the employer, and/or an amount from the employer as compensation for which other duties are to be performed by the employee. The school district may reduce the employee's state minimum salary by a pro rata daily amount in order to comply with the school district employee furlough provisions provided in statute. The payment of such salary is conditioned upon the availability of adequate education funds provided for salaries.

This contract shall be subject to all applicable policies, resolutions, rules and regulations of the employer, the Mississippi Educator Code of Ethics and Standard of Conduct adopted by the state Board of Education, and the laws of the State of Mississippi, copies of which are available from the Superintendent's office.

This contract of employment has been executed in duplicate on the dates indicated as witnessed by the signature of the employee and the duly authorized superintendent.

Superintendent

Employee

Sources of Input

- Public
- Local Boards of Education
- Local Superintendents
- Local Board Attorneys
- North Carolina School Boards Association
- North Carolina Association of Educators
- Professional Educators of North Carolina
- State Board of Education Members

North Carolina Model Teacher Contract - Preamble

This professional employment contract is entered into by and between _____ (“Teacher”) and the _____ Board of Education (the “Board”). Pursuant to this Contract, Teacher shall hold the position of _____. This Contract is effective only if approved by a majority of the Board at an officially called meeting of the Board. Teacher and the Board agree to the following terms and conditions, consistent with the laws of the State of North Carolina.

North Carolina Model Teacher Contract - Provisions

1. **Term:** Teacher is employed pursuant to this Contract for a term of _____ school year(s), beginning with the school year _____ through the school year _____. Teacher's dates of employment for each school year consist of _____ months of employment consistent with the North Carolina General Statutes and the school calendar adopted by the Board. At the conclusion of this _____ year term of employment, the Board may, but is not required to, re-employ Teacher by offering Teacher a subsequent contract as provided by law. The Board may offer such contract for any length permitted by law.
2. **Compensation:** Teacher shall be compensated for the professional services performed pursuant to this Contract at a rate consistent with the North Carolina General Statutes, the salary schedule for teachers established by the State of North Carolina, and any local supplement that may apply. If teacher is paid from local funds, the compensation will be consistent with the local salary schedule adopted pursuant to G.S. 115C-302.1(h).

North Carolina Model Teacher Contract - Provisions

3. **Qualifications:** Throughout the term of this Contract, Teacher shall maintain a North Carolina teaching license valid for Teacher's area of assignment. In the event that Teacher's license is revoked, suspended, expired, or not renewed for any reason, Teacher shall inform the Board's Human Resources Office. Teacher is solely responsible for obtaining and maintaining all required licenses.
4. **Duties:** Teacher shall perform all duties assigned by the Superintendent, or Superintendent's designee, and required by the laws of the State of North Carolina. This Contract creates no right to any particular assignment or school site. Teacher agrees to become familiar with and abide by the policies and practices of the Board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.

North Carolina Model Teacher Contract - Provisions

5. **Extra or Special Duties:** If there are special duties or assignments for which the Board has agreed to compensate Teacher, those will be described in a separate agreement and the additional compensation will not be considered salary for the purpose of computing Teacher's salary under the provisions of 115C-325.1 *et seq.* Any return to regular duties is not a demotion as defined by law.
6. **Benefits:** Teacher shall be entitled to health benefits, earned leave and such other benefits as are available pursuant to the laws of the State of North Carolina and the policies and practices of the Board.
7. **Termination of Contract by Teacher:** Teacher may terminate this Contract pursuant to the provisions and procedures provided in N.C.G.S. 115C-325.1 *et seq.*

North Carolina Model Teacher Contract - Provisions

8. **Termination of Contract by the Board:** The Board may alter the terms or terminate this Contract pursuant to the provisions and procedures provided in N.C.G.S. 115C-325.1 *et seq.*
9. **Modification:** This Contract is subject to modification as a result of subsequent legislative enactments.
10. **Severability:** If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain in full force and effect.
11. **Governing Law:** This Contract is governed by the laws of the State of North Carolina.

North Carolina Model Teacher Contract - Rule

All contracts between a local board of education, as defined in G.S. 115C-5(5), and a teacher, as defined in G.S. 115C-325.1(6), shall contain the following:

- (a) A statement that the contract is effective only if approved by a majority of the local board at an officially called meeting of the local board.
- (b) The term of the contract. Such term may be for any length permitted by law. At the conclusion of the contract term, the local board may, but is not required to, re-employ the teacher by offering the teacher a subsequent contract as provided by law.

North Carolina Model Teacher Contract - Rule

(c) An indication of the compensation that the teacher shall receive for professional services performed pursuant to the contract. Such compensation shall be at a rate consistent with the North Carolina General Statutes, the salary schedule for teachers established by the State of North Carolina, and any local supplement that may apply. If the teacher is to be paid from local funds, the compensation will be consistent with the local salary schedule adopted pursuant to G.S. 115C-302.1 (h).

North Carolina Model Teacher Contract - Rule

(d) With respect to qualifications:

- (1) The teacher's obligation to maintain a North Carolina teaching license valid for the teacher's area of assignment.
- (2) The teacher's obligation to inform the local board's Human Resources Office in the event that the teacher's license is revoked, suspended, expired, or not renewed for any reason.
- (3) A statement that the teacher is solely responsible for obtaining and maintaining the required licensure.

(e) With respect to duties:

- (1) A requirement that the teacher shall perform all duties assigned by the superintendent or superintendent's designee, and required by the laws of the State of North Carolina.
- (2) A statement that the contract does not give the teacher a right to any particular assignment or school site.
- (3) A requirement that the teacher agrees to become familiar with and abide by the policies and practices of the local board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.

North Carolina Model Teacher Contract - Rule

- (f) With respect to special duties:
 - (1) A statement that, if there are special duties or assignments for which the local board has agreed to compensate the teacher, those will be described in a separate agreement and the additional compensation will not be considered salary for the purpose of computing the teacher's salary under the provisions of G.S. 115C-325.1 et seq.
 - (2) A statement that any return to regular duties is not a demotion as defined by law.
- (g) A provision that explains the teacher's entitlement to health care benefits, earned leave and such other benefits as are available pursuant to the laws of the State of North Carolina and the policies and practices of the local board.

North Carolina Model Teacher Contract - Rule

- (h) Any requirements for termination of the contract initiated by the teacher pursuant to the provisions and procedures provided in G.S. 115C-325.1 et seq.
- (i) Any requirements for alteration or termination of the contract by the local board pursuant to the provisions and procedures provided in G.S. 115C-325.1 et seq.
- (j) With respect to modification, a statement that the contract is subject to modification as a result of subsequent legislative enactments.

North Carolina Model Teacher Contract - Rule

- (k) With respect to severability, a statement that if any provision of the contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of the contract shall remain in full force and effect.
- (l) A statement indicating that the contract shall be governed by the laws of the State of North Carolina.
- (m) Any other provisions deemed necessary or appropriate by the parties, or as required by law.

Next Steps

- Approval from SBE
- Present Temporary Rule to Rules Review Commission for Publication on Agency and OAH Websites
- Present Permanent Rule for Public Hearing and Public Comment
- Final SBE Approval and Adoption
- Submit to Rules Review Council for Review
- RRC Approves or Objects